

REQUEST FOR PROPOSALS

For

**State of Louisiana
Louisiana Workforce Commission-Office of Workforce
Development**

Program & Financial Monitoring



**RFx #: 3000018420
Due Date/Time:
March 24, 2022 (4:00 PM CST)**

February 03, 2022

Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION	6
1.1 Purpose	6
1.2 Background.....	8
1.3 Goals and Objectives	10
1.4 Term of Contract	11
1.5 Definitions	11
1.6 Schedule of Events.....	13
1.7 Proposal Submittal	13
1.8 Qualifications for Proposer	14
1.8.1 Mandatory Qualifications:	14
1.8.2 Desirable Qualifications:	14
1.9 Proposal Response Format	14
1.9.1 Cover Letter	15
Cover Page	15
1.9.2 Table of Contents	15
1.9.3 Executive Summary	15
1.9.4 Company Background and Experience.....	16
1.9.5 Approach and Methodology	16
1.9.6 Proposed Staff Qualifications	17
1.9.7 Veteran and Hudson Initiative Programs Participation	17
1.9.8 Cost Proposal.....	18
1.9.9 Certification Statement	19
1.9.10 Outsourcing of Key Internal Controls:	19
1.10 Number of Copies of Electronic Proposals	19
1.11 Technical and Cost Proposals	19
1.12 Legibility/Clarity	20
1.13 Confidential Information, Trade Secrets, and Proprietary Information	20
1.14 Proposal Clarifications Prior to Submittal.....	21
1.14.1 Pre-proposal Conference	21
1.14.2 Proposer Inquiries	22
1.14.3 Blackout Period.....	22

1.15 Error and Omissions in Proposal.....	23
1.16 Changes, Addenda, Withdrawals	23
1.17 Withdrawal of Proposal	23
1.18 Waiver of Administrative Informalities	24
1.19 Proposal Rejection/RFP Cancellation	24
1.20 Ownership of Proposal.....	24
1.21 Cost of Offer Preparation.....	24
1.22 Taxes	24
1.23 Determination of Responsibility	25
1.24 Use of Subcontractors.....	25
1.25 Written or Oral Discussions/Presentations	25
1.26 Acceptance of Proposals	26
1.27 Evaluation and Selection	26
1.28 Best and Final Offers (BAFO).....	26
1.29 Contract Award and Execution	27
1.30 Notice of Intent to Award	27
1.31 Right to Prohibit Award	27
1.32 Insurance Requirements for Contractors	28
1.32.1 Contractor's Insurance.....	28
1.32.2 Minimum Scope and Limits of Insurance	28
1.32.3 Deductibles and Self-Insured Retentions	28
1.32.4 Other Insurance Provisions	28
1.32.5 Acceptability of Insurers	30
1.32.6 Verification of Coverage	30
1.32.7 Subcontractors	31
1.32.8 Workers Compensation Indemnity.....	31
1.33 Duty To Defend	31
1.34 Liability and Indemnification	32
1.34.1 Contractor Liability.....	32
1.34.2 Force Majeure	32
1.34.3 Indemnification	32
1.34.4 Intellectual Property Indemnification.....	32
1.34.5 Limitations of Liability	33

1.34.6 Other Remedies.....	33
1.35 Payment	33
1.35.1 Electronic Vendor Payment Solutions.....	34
1.36 Termination	34
1.36.1 Termination of the Contract for Cause	34
1.36.2 Termination of the Contract for Convenience	35
1.36.3 Termination for Non-Appropriation of Funds.....	35
1.37 Assignment	35
1.38 Right to Audit	35
1.39 Civil Rights Compliance	35
1.40 Record Ownership.....	36
1.41 Entire Agreement/ Order of Precedence.....	36
1.42 Contract Modifications.....	36
1.43 Substitution of Personnel.....	36
1.44 Governing Law	37
1.45 Claims or Controversies	37
1.46 Code of Ethics	37
1.47 Corporate Requirements	37
1.48 Prohibition of Discriminatory Boycotts of Israel.....	37
1.49 Security	37
1.50 Cybersecurity Training	38
Part 2: SCOPE OF WORK/SERVICES.....	39
2.1 Scope of Work	39
2.2 Component I - Financial Monitoring	39
2.2.1 Task and Services:	39
2.3 Component II – Program Monitoring	43
2.3.1 Task and Services	43
2.4 Financial and Program Monitoring Procedures	46
2.5 Required Comprehensive Annual Monitoring Reports for Financial & Program onitoring.....	47
2.6 Technical Requirements for Sub-recipient Sub-award Notifications.....	47
2.7 Methods to Measuring Selected Contractor(s) Performance.....	48
Part 3: EVALUATION.....	49
3.1 Evaluation Criteria	49
3.2 Evaluation Review Process	49
3.3 Cost Evaluation	50

3.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation	51
PART 4: PERFORMANCE STANDARDS	52
4.1 Performance Requirements	52
4.2 Performance Measurement/Evaluation/Monitoring Plan	52
4.2.1 Performance Measures/Evaluation:.....	52
4.2.2 Monitoring Plan:	52
4.3 Veteran and Hudson Initiative Programs Reporting Requirements	52
ATTACHMENT I: CERTIFICATION STATEMENT.....	54
ATTACHMENT II: SAMPLE CONTRACT	56
ATTACHMENT III: Electronic Vendor Payment Solution	70
ATTACHMENT IV: BUDGET NARRATIVE	71
ATTACHMENT V: COST PROPOSAL	72
Exhibit A: Insurance Requirements for Contractors	74
Contractor's Insurance	74
Minimum Scope and Limits of Insurance	74
Deductibles and Self-Insured Retentions.....	75
Other Insurance Provisions	75
Acceptability of Insurers.....	76
Verification of Coverage	76
Subcontractors	76
Workers Compensation Indemnity	77

REQUEST FOR PROPOSAL FOR Program & Financial Monitoring

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing services that involves monitoring both program and financial management of federal workforce development programs.

The Louisiana Workforce Commission (LWC) plans to engage a firm or firms to carry out program and fiscal monitoring services during the period of July 1, 2022 through June 30, 2025. LWC may elect to renew the contract(s) for up to two (2) additional years, pending successful contract deliverables are achieved and sufficient funding availability.

Monitoring and technical assistance are integral parts of the Louisiana Workforce Commission and Workforce Development's (LWC) oversight responsibilities, as required by law. Monitoring is an essential part of program and financial management to ensure compliance with applicable laws, regulations, integrated workforce plans, provider agreements, policies, and procedures.

Monitoring identifies areas of strength and weaknesses in operations with the intent of developing program performance. Technical assistance improves program operation and management capabilities. LWC's approach to program and fiscal monitoring of each Local Workforce Development Area (LWDA) uses a combination of on-site monitoring and desktop monitoring, as prescribed in [Workforce Innovation and Opportunity Act \(WIOA\) Section 183](#). Comprehensive on-site reviews must be conducted on each of the fifteen (15) Local Workforce Development Boards and/or Areas, hereinafter sometimes referred to as "LWDB", "LWDA" or "sub-recipient"; which represent forty-two (42) Community Action Agencies (CAAs) located across the state of Louisiana annually. Follow up visits may also be conducted to investigate allegations of mismanagement or to clarify questionable findings during monitoring.

The State must conduct an annual on-site monitoring review of each LWDA's fiscal compliance with 2 CFR Part 200, as required by WIOA, H. R. 803, Section 184(a)(4). Specific information will be requested from the local area, which will be reviewed virtually prior to the on-site review. On-site monitoring will still be conducted at a minimum of once per year. Monitoring may also occur at the discretion of LWC and as need as indicated by Local Workforce Development Boards (LWDBs).

Oversight and monitoring will focus on local areas' systems to ensure that acceptable standards for fiscal accountability, program administration, procurement, and integrated service delivery are established and in practice. In addition to the annual monitoring and required formal monitoring reviews, oversight and programmatic reviews will be conducted to ensure compliance with applicable 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Each sub-recipient of funds under WIOA Title I must be monitored in order to:

- Determine that expenditures have been made against the proper cost categories and within the cost limitations, specified within WIOA and the regulations in this part;
- Determine whether there is programmatic compliance with Workforce Innovation Opportunity Act (WIOA), Wagner-Peyser (WP) Act, Community Services Block Grant (CSBG), including additional applicable laws and regulations;
- Assure compliance with 2 CFR 200 (e.g. 2 CFR 200.32, Expenditures; 2 CFR 200.84, Questioned Cost; and 2 CFR 200.85, Real Property); and
- Determine compliance with the nondiscrimination, disability, and equal employment opportunity requirements of WIOA Section 188.

Furthermore, the State must conduct an annual on-site monitoring review of each local area's fiscal compliance with 2 CFR 200, as required by WIOA Section 184(a)(4). LWC will prepare and distribute these monitoring instruments for information and self-assessment purposes.

Program and fiscal monitoring includes a review of all aspects of accountability including, but not limited to:

a. System Administration and Effectiveness of Monitoring, which includes:

- i. LWDB governance, bylaws, composition, minutes, re-certification, oversight and monitoring responsibilities;
- ii. Local agreements and contracts; and
- iii. Memorandums of Understanding (MOUs).

b. Fiscal Compliance Oversight and Monitoring includes reviewing processes, procedures and documentation to ensure that local areas' systems are in compliance with laws and regulations governing each program standard for fiscal accountability, program administration, procurement, and integrated service delivery, which includes ensuring adequate:

- i. Fiscal agent operational policies and procedures;
- ii. Accounting systems, entries, and documentation;
- iii. Procurement methods and documentation;
- iv. Contracts verification (i.e. purchase, rent, leases);
- v. Internal controls; and
- vi. Personnel and payroll records.

c. Program Compliance Oversight and Monitoring includes reviewing regulations, procedures, and protocols to ensure that local areas' systems are in compliance with laws and regulations governing each program standard for program compliance, program oversight and administration, program monitoring, which includes:

- i. Quality Assurance- leadership, written policies and procedures;
- ii. Compliance Management systems, entries, and documentation; compliance officer-staff, and/or committee;
- iii. Internal monitoring and auditing- internal audits, compliance inspection reports, external audits, reviews, and inspection reports;

- iv. Training, communication, and education-workshop, webinars, policies, procedures, documentation;
- v. Risk Assessment, Internal and external controls; and
- vi. Oversight and reporting.

As these are Federal grants, LWC must comply with all applicable rules and regulations governing such grants. Each of the existing federal grants from the United States Department of Labor (USDA) utilizes sub-recipients, whose treatment is described in 2 CFR 200.331 requirements for pass-through entities. This RFP is seeking to identify an organization to perform on-site reviews of the sub-recipients' fiscal and program operations.

1.2 Background

The Louisiana Workforce Commission (LWC) administers a workforce development service delivery system through the integration of job training, employment and employment-related training programs. Monitoring is recognized as a shared responsibility across federal, state, and local systems to achieve program, financial, and administrative compliance and performance excellence. Louisiana Workforce Commission's (LWC) Office of Workforce Development (OWD) has established a comprehensive and continuous monitoring system to fulfill its responsibility as a federal grant recipient of Workforce Innovation and Opportunity Act (WIOA) Title I Adult, Dislocated Worker and Youth, Wagner-Peyser (WP), National Dislocated Worker Grant (NDWG), Trade Adjustment Assistance/Trade Adjustment Assistance Extension Act of 2011 (TAA/TAAEA), Community Services Block Grant (CSBG), and Vocational Rehabilitation (Louisiana Rehabilitation Services – LRS) funds and to ensure compliance with all applicable federal requirements.

Louisiana Workforce Commission is required by their funding source(s) to conduct monitoring on sub-recipients to ensure high quality services to clients, adequate documentation for audit purposes, and contract compliance. To ensure that internal operations meet the same high standards, LWC elects to have the sub-recipients' internal policies and procedures monitored as well. WIOA sub-recipients are monitored no less than once during each program year. Community Services Block Grant (CSBG) sub-recipients must be monitored no less than once every three years. Results of sub-recipient monitoring finding will be reported to the LWC's Assistant Secretary of the Office of Workforce Development.

1.2.1 Program Descriptions

❖ Wagner Peyser

Wagner-Peyser Act-funded workforce preparation services are an integrated component of the nation's American Job Centers (AJC), formerly known as One-Stop Career Centers. They are coordinated with other adult programs under the Workforce Innovation and Opportunity Act (WIOA) to ensure that job seekers, workers, and employers have convenient and comprehensive access to a full continuum of workforce related services. The most distinguishing feature of the Wagner-Peyser Employment Service is that it is the only "universally accessible" public workforce program. Wagner-Peyser-funded services support the development of a competitive workforce for today's global economy. Under the Wagner-Peyser Act, unemployed individuals and other job seekers obtain critical job search, assessment, and career guidance services to support them in obtaining and retaining employment. In addition, Wagner-Peyser-funded activities assist employers with building skilled, competitive workforces through

recruitment assistance, employment referrals, and other workforce solutions. Activities funded under the Wagner-Peyser Act also include the development and dissemination of regional workforce information and related resources, which provide both job seekers and employers with comprehensive and accessible economic and industry data to inform workforce and economic development activities.

❖ **Workforce Innovation Opportunity Act (WIOA) , Title I** (*Adult, Youth and Dislocated Worker Programs*)

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. This landmark legislation is designed to improve the public workforce system by helping jobseekers, especially those with barriers to employment, access employment, education, training, and support services to succeed in the labor market and by matching employers with the skilled workers needed to compete in the global economy. WIOA supersedes the Workforce Investment Act of 1998 and amends the Wagner- Peyser Act and the Rehabilitation Act of 1973. The Workforce Innovation and Opportunity Act of 2014 (WIOA), which supersedes the Workforce Investment Act of 1998 (WIA), authorizes formula grant programs to States to help job seekers access employment, education, training and support services to succeed in the labor market. Using a variety of methods, States provide employment and training services through a network of American Job Centers (AJC). The WIOA programs provide employment and training programs for adults, dislocated workers, and youth, as well as provide Wagner Peyser employment services administered by the United States Department of Labor (USDOL). The programs also provide adult education and literacy services that complement the Vocational Rehabilitation State grants awarded by the U.S. Department of Education that assist individuals with disabilities in obtaining employment and helps job seekers to achieve gainful employment. Youth employment and educational services are available to eligible out-of-school youth, ages 1 to 24, and low-income in-school youth, ages 14-21, that face barriers to employment.

❖ **Re-Employment Services and Eligibility Assessment (RESEA)**

The federal-state UI program is a required partner in the comprehensive, integrated workforce system. Individuals who have lost employment due to lack of suitable work and have earned sufficient wage credits may receive UI benefits if they meet initial and continuing eligibility requirements. Since 2005, the U. S. Department of Labor and participating state UI agencies have been addressing individual reemployment needs of UI claimants and working to prevent and detect UI improper payments. On February 9, 2018, The President signed the Bipartisan Budget Act Of 2018, Public Law 115-123(BBA), which included amendments to the Social Security Act (SSA) that has created a permanent authorization for the RESEA program. RESEA funds must be used for intervention or service delivery strategies demonstrated to reduce the average number of weeks participants receive benefits by improving participant employment outcomes. The RESEA program is designed to help unemployment insurance claimants return to work faster.

❖ **Community Services Block Grants (CSBG)**

The Community Services Block Grant traces its roots to the War on Poverty, launched by President Lyndon Johnson more than 50 years ago when he proposed the Economic Opportunity Act of 1964. The CSBG Act was reauthorized in 1984 under P.L. 98-558, in 1986 under P.L. 99-425, in 1990 under P.L. 101-501, in 1994 under P.L. 103-252, and in 1998 under P.L. 105-285. CSBG provide federal funds to states, territories, and tribes for distribution to local agencies (Community Action Agency) to

support a wide range of community-based activities to reduce poverty. These include activities to help families and individuals achieve self-sufficiency, find and retain meaningful employment, attain an adequate education, make better use of available income, obtain adequate housing, and achieve greater participation in community affairs. In addition, many local agencies receive federal funds from other sources and may administer other federal programs such as weatherization.

❖ Apprenticeship

Apprenticeship is an industry-driven, high-quality career pathway where employers can develop and prepare their future workforce, and individuals can obtain paid work experience, classroom instruction, and a portable, nationally recognized credential.

1.3 Goals and Objectives

The Louisiana Workforce Commission wishes to engage a firm(s) to carry out program and financial monitoring services of LWC sub-recipients activities for the program period July 1, 2022 through June 30, 2025 to ensure compliance with laws and regulations governing each program. Since program monitoring and financial monitoring services require very different skill levels based on knowledge, training, experiences, resources and qualifications, LWC will consider entering into two separate monitoring service contracts, as follows:

- One contract for program monitoring services, and
- One contract for fiscal monitoring services.

Potential Proposers may propose to provide either financial monitoring or programmatic monitoring or both. Therefore, please specify in your proposal which proposal elements you are addressing. Organizations and entities who wish to compete for both contracts must submit a single proposal with separate cost sheets for each monitoring component.

Monitoring of sub-recipient activities is a legal and integral part of LWC's oversight responsibilities of federal job training programs. Monitoring is an essential part of program and financial management to ensure compliance with applicable laws, regulations, integrated workforce plans, provider agreements, policies, and procedures, etc. Monitoring identifies areas of strength and weakness in program operations with the intent of improving overall program performance and to prevent fraud and misuse of federal funds.

LWC's approach to program and financial monitoring of each sub-recipient is to use a combination of on-site and desktop monitoring. The selected contractor will be required to conduct comprehensive on-site reviews of each LWC sub-recipient site and their contracted services. There are fifteen (15) Local Workforce Development Areas (LWDA's) established under the Workforce Innovation Opportunity Act program and forty-two (42) Community Action Agencies (CAA's) established under CSBG program. The Contractor selected shall be required to produce comprehensive program and financial monitoring reports for all fifteen (15) LWDA's and a minimum of fourteen (14) local Community Action Agencies. Follow up visits may also be conducted to investigate allegations of mismanagement or to clarify questionable findings that resulted during monitoring.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about **July 1, 2022** and is anticipated to end on **June 30, 2025**. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
Fiscal Agent	Organization or individual who manages fiscal matters on behalf of the sub-recipient or sub-grantee
Grantee	The Louisiana Workforce Commission, recipient of grants
Herein	The term herein means: in this, which shall refer to this RFP, and all of the related attachments
Hereto	The term hereto means: to this writing or document (i.e. this RFP, and all of the related attachments),
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
Non-federal entity	An organization or service provider that is not identified as a federal entity.
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
Sub-recipient or sub-grantee	Local government/agency selected to receive grant funds.
Subcontractor	Any contracted services provided by a third party by the selected contractor.

Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
Supportive Services	As defined under WIOA Section 3, “supportive services” means services such as transportation, childcare, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under WIOA.
Trade Adjustment Assistant Services	A federal program that provides aid to workers, who lose their jobs or whose hours of work and wages are reduced because of increased imports. Workers may be eligible for training, job search and relocation allowances, income support and other reemployment service.
UI Profiling	Selected unemployment insurance claimants are contacted and referred to receive reemployment services. Claimants are informed that continued eligibility for unemployment benefits is contingent upon the claimant’s participation in reemployment services.
Unemployment Insurance	Unemployment Insurance provides workers, who have lost their job through no fault of their own with monetary payments for a given period of time or until they find a new job. This compensation is designed to give an unemployed worker time to find a new job equivalent to the one lost without major financial distress.
USDOL	United States Department of Labor
US Workbase System	Louisiana Workforce Commission’s software system utilized to capture, track, and report all layoffs.
WIOA	Workforce Innovation and Opportunity Act: Legislation (Pub.113-128, July 2014) designed to help job seekers access employment, education, training, and supportive services to succeed in the labor market and to match employers with the skilled workers needed to compete in the global economy. <i>Reference https://www.doleta.gov/WIOA/Overview.cfm.</i>
WIOA Career Services	As defined in WIOA Section 134(c)(2), career services, which combines Core and Intensive Services as defined in previous legislation under WIA Section 663.220, includes at a minimum, eligibility determination; outreach, intake, which may include worker profiling, and orientation to the local workforce system; initial assessment of skill levels and supportive service’s needs; labor exchange services including job search and placement assistance, information on in-demand industry sectors and nontraditional employment; recruitment and business services; provision of workforce and labor market employment statistics information; and provision of information and assistance in filing claims for unemployment compensation and establishing financial aid for training and education programs. If determined to be appropriate to obtain or retain employment, individualized career services must be made available and include comprehensive and specialized assessments such as diagnostic testing and use of other tools to assess skill levels and service needs, in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals; development of an individual employment plan; group and/or individual counseling; career planning; short-term prevocational services; workforce preparation activities; financial literacy services; out-of-area job search and relocation assistance; and English language acquisition.

WIOA Training Services	As defined in WIOA Section 134(d)(4), training services may be made available to employed and unemployed adults and dislocated workers, who have met the eligibility requirements under WIOA. Training services include occupational skills training; on-the-job training (OJT), including registered apprenticeship; incumbent worker training; workplace training and cooperative education programs; private sector training programs; skills upgrading and retaining; transitional jobs; job readiness training; adult education and literacy activities; and customized training.
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1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	February 03, 2022
Pre-proposal conference (if applicable)	February 17, 2022
Deadline for receipt of written inquiries	February 24, 2022
Deadline to answer written inquiries	March 10, 2022
Deadline for receipt of proposals ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	March 24, 2022 @ 4:00 PM CST
Presentations & Discussions (if applicable)	April 21, 2022
Notice of Intent to award announcement, and 14-day protest period begins, on or about	May 5, 2022
Contract execution, on or about	July 1, 2022

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified. The proposal must be uploaded to <https://stateofla.app.box.com/f/eb81c8d49bd344f58fcd1f1be395e1e1> before the date and time specified in the Schedule of Events. **Uploaded submissions are the only acceptable method of delivery.** E-mail, fax, mail, and courier delivery shall not be acceptable. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit:

<https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box-submission-link.pdf>

1.8 Qualifications for Proposer

1.8.1 Mandatory Qualifications:

Proposers must meet the following mandatory qualifications:

- Be an established entity in good standing with the Louisiana Secretary of State with a proven record of experience providing monitoring services or similar types of services;
- Must have at least three (3) years of experience in monitoring federal and state funded programs; and
- Documented staff with knowledge, expertise and experience in the program areas identified in this RFP.

1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- Meet the minimum qualifications and have at least five (5) years of experience in monitoring WIOA, CSBG, RESEA.

1.9 Proposal Response Format

In order for a proposal to be considered for funding, the application requirements must be completed successfully and submitted by the proposal submission deadline in Section 1.6 Schedule of Events. Therefore, Proposers should take care in following the format of the application. Use narrative and/or include attachments where requested. Adherence to this format is essential since the evaluation criteria is based on the structure of the RFP. Failure to follow the requested format, which follows, could result in the disqualification of your proposal.

Proposals should be prepared as simply as possible and provide a concise description of the potential proposer's capabilities to produce aforementioned deliverables. The proposal should include the following:

1. Cover Page (See Section 1.9.1 Cover Letter)
2. Table of Contents (See Section 1.9.2)
3. Executive Summary (See Section 1.9.3)
4. Company Background and Experience (See Section 1.9.4)

5. Approach and Methodology (See Section 1.9.5)
6. Proposed Staff Qualifications (See Section 1.9.6)
7. Veteran and Hudson Initiative Programs Participation (See 1.9.7)
8. Cost Proposal (See Section 1.9.8)
9. Certification Statement – (See 1.9.9 & Attachment I)

Proposals submitted for consideration should follow the following format and order of presentation described below:

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

Cover Page

(Vendor Logo)
Vendor Name

*Response to
Request for Proposal
For*

*Program & Financial Monitoring Services
RFx Number: 3000018420*

1.9.2 Table of Contents

The Table of Contents of the proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including the Proposer's contact name and phone number, and the stipulation that the proposal is valid for a period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet LWC's overall requirements within the timeframes.

The executive summary should include a positive statement of compliance with the contract terms; see **Sample Contract, Attachment II**. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the **Sample Contract, Attachment II** and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience

The Proposers should provide a brief description of their company, including a brief history of the organization, corporate or organization structure, number of years in business, and include copies of its latest financial statements for the last three years, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to exceed the qualifications described in the **Qualifications for Proposer, in Section 1.8**, to include:

- Strengths and experiences of the organization that uniquely qualify you for these services;
- Identify whether you are a local or nation organization, and the location of your primary office(s);
- Describe in detail your knowledge, expertise, and experience in working within the workforce development industry, and/or the non-profit sector as it pertains to monitoring workforce programs; and
- Provide details on any previous similar projects for which your organization has provided similar services.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

1.9.6 Proposed Staff Qualifications

The Proposer must provide detailed information about the experience and qualifications of the proposed personnel that is considered key to the success of the project.

This information must include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. Specifically include the role and responsibilities of each person that will be assigned to this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) must be provided for the cited projects in the individual resumes.

Proposers must clearly describe the ability to exceed the qualifications described in the **Mandatory Qualifications for Proposer section in 1.8.**

- Please include an organization chart of intended operations to identify staff positions, including supervisors who will provide services and manage monitoring services. Please include resumes confirming qualifications.

1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:
<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or

Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_req.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallIE, VSE, or DVSE.

1.9.8 Cost Proposal

The Proposer shall provide the total cost anticipated for each monitoring component, including but not limited to travel, staff requirements, fees and other projected expenses. Proposed staff requirements must provide the total estimated number of staff and hours by job classification,

and billing rate per hour based on classification and an estimated percentage of the effort that will be devoted to each task component.

Cost proposals must include the annual Grand Total Cost projected for each year (12 month period), as well as the total projection for the three-year period for evaluation purposes only. Contract payments will be made on a cost reimbursement basis per the proposed cost or the negotiated lower cost per expense category proposed in the **Cost Proposal (Attachments IV and V)**. All proposed cost shall be firm or finalized upon execution of a contract.

Note: The Cost Proposal must include an itemized listing of all anticipated expenses, including staff requirements, travel and/or, and other fees that are necessary to perform services.

Travel and other allowable expenses shall constitute part of the total maximum payable under the contract terms and travel will be reimbursed in accordance with the Louisiana Division of Administration State Travel Regulations as required for State Employees, as defined in the Division of Administration Policy and Procedure Memorandum No. 49 (PPM 49). All out of state travel will be subject to prior approval by the Secretary of the Louisiana Workforce Commission or his/her designee.

1.9.9 Certification Statement

The Proposer must complete and sign electronically or submit a scanned signature of **Attachment I, Certification Statement**.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Electronic Proposals

The State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4: 1.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following:

- One (1) technical proposal provided as a single file in PDF and Microsoft Word formats. The file shall be named: **RFP#: 3000018420 Technical Proposal - [Proposer Name]**.
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: **RFP#: 3000018420 Cost Proposal** (see Attachment V) - **[Proposer Name]**.

- One (1) redacted technical proposal, if applicable, provided as a single file in PDF and Microsoft Word formats. The file shall be named: **RFP#: 3000018420** Redacted Technical Proposal - [Proposer Name].

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of the Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY." The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2. (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Mandatory Pre-Proposal Conference Webinar

A mandatory pre-proposal conference will be held via Zoom on the specified date in the RFP **Schedule of Events in Section 1.6**. The purpose of the conference shall be for Potential Proposers to obtain clarification of the requirements of the RFP, and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative participate in the pre-proposal conference webinar. Pre-registration using the following link is required in order to receive the link to the webinar:

https://us06web.zoom.us/meeting/register/tZElduCgrTsiEtPh0v5z_AxJOK9QTGQVy5go. After registering, you will receive a confirmation email containing information about joining the webinar.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Department will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing, per **Section 1.14.2**

Proposer Inquiries of this RFP, even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted to LaPAC at: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below.

Charlotte Galloway
Contract / Grants Reviewer
Louisiana Workforce Commission
Office of Workforce Development
1001 N. 23rd Street
Baton Rouge, LA 70802
(225) 342-3131
Email: CGalloway@lwc.la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by Potential Proposers will be posted by the date specified in **Section 1.6 Schedule of Events** at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. Only Charlotte Galloway, or her designee has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req.

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to

project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Error and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://www.cfpd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <https://www.laworks.net/>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of

the Proposer must be uploaded to
<https://stateofla.app.box.com/f/eb81c8d49bd344f58fdb1fbe395e1e1>.

1.18 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall clearly identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor, if requested by the State. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 Written or Oral Discussions/Presentations

Written or oral clarifications may be requested for the purpose of enhancing LWC's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions, and the award may be made based on initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Oral presentations may be delivered virtually rather than face-to-face. Potential Proposers selected for oral presentations will be **notified on or before April 21, 2022** as outlined in **the Schedule of Events in Section 1.6**. Use the following link to register:

<https://us06web.zoom.us/join/9876543210?pwd=QkZkdjRlTGdScEYyZW5ldDZkdz09>. After registering, you will receive a confirmation email containing information about joining the meeting.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in **Section 3- Evaluation Criteria** except that the cost score will remain unchanged.

Proposers may be requested to make oral presentations of their proposals to enhance LWC's understanding prior to the final selection of the successful Proposer. These Proposers will be notified by Louisiana Workforce Commission-Office of Workforce Development on or before the date specified in the RFP, **Section 1.6, Schedule of Events**.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in **Part 3- Evaluation** except that the cost score will remain unchanged.

1.26 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.29 Contract Award and Execution

The State reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the **Sample Contract, Attachment II**. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds twenty-one (21) business days, or if the selected Proposer fails to sign the final contract within eight (8) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency based on the Proposer(s) with the highest score(s).

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq.), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

The State reserves the right to make multiple awards.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any

state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1.32.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall comply with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.32.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.32.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.32.4.1 Professional Liability, Automobile Liability, and Cyber Liability Coverages

The Contractor shall name the Agency, its officers, agents, employees and volunteers as an additional insured as regards negligence. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary in coverage representing the Agency, its officers, agents, employees and volunteers, in respect to any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.32.4.2 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.4.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.32.4.4 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.4.5 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.32.4.6 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.32.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.32.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Workforce Commission,
Its Officers, Agents, Employees and Volunteers
1001 North 23rd Street, Baton Rouge, LA 70802
Fiscal Monitoring and/or Program Monitoring (as applicable)

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.32.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.33 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and

defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

1.34 Liability and Indemnification

1.34.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

1.34.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of the other party, which may arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

1.34.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

1.34.4 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

1.34.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.34.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

1.35 Payment

Specific payment terms will be established during contract negotiations, and will be based on successful progress and/or completion of tasks as contained in the Scope of Services, per the terms of the approved executed contract.

The payment terms shall be similar or as follows:

Payments are predicated upon successful progress and/or completion of services and with written approval by the State, after verification that the work has been performed in accordance with the terms of the contract. Contractor shall be required to submit Monthly Progress Reports, and monthly-itemized invoices detailing all services performed. The State will make every reasonable effort to make payments within 30 calendar days of an approved invoice presented in accordance with the terms of the contract.

The Monthly Progress Report shall be submitted with the itemized invoice and supporting documentation of allowable cost as set forth in the Cost Proposal. Such request for payments for works performed must be based on at least equivalent services rendered to the extent practical, verifiable and clearly identified with progress as reflected in written reports and supporting documentation.

Any travel expenses shall constitute part of the total maximum payable under the terms of the contract Budget, and shall be paid in accordance with the Louisiana Travel Guide, Policy and Procedural Memorandum 49.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful verification of services and completion of services in accordance with the terms of the contract. Upon satisfactory progress or completion of services in compliance with the Scope of Services, funds will be released for payment within 30 days of receipt of invoices.

Contracted rates are bindable; and shall be used for the duration of the Contract. State will allow adjustments for travel and other detailed costs between tasks, up to the maximum established from the Contractor's proposed costs.

1.35.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT; a method in which payment is sent directly from the State's bank to the payee's bank. Please see **Attachment III: Electronic Vendor Payment Solution** for additional information regarding electronic payment methods and registration.

1.36 Termination

1.36.1 Termination of the Contract for Cause

State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.36.2 Termination of the Contract for Convenience

The State may terminate the contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

1.36.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.37 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.38 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Department of LA Workforce Commission, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973,

as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.41 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.42 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.43 Substitution of Personnel

The Contractor's personnel assigned to the contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.44 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

1.45 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.46 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity that can officially rule on ethics issues.

1.47 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.48 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

1.49 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

1.50 Cybersecurity Training

In accordance with La. R.S. 42:1267(B) (3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Part 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

2.2 Component I- Financial Monitoring

Each sub-recipient and/or fiscal agent must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with [U.S. statutory and public policy requirements](#); including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

The non-Federal entity must expend and account for the Federal award in accordance with federal and state laws and procedures for expending and accounting for federal funds. In addition, the non-federal entity's financial management systems, including records documenting compliance with [Federal statutes, regulations, and the terms and conditions of the sub-award](#), must be sufficient to permit the preparation of reports required by general program specific terms and conditions' and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the sub-award.

2.2.1 Task and Services:

The awarded proposer(s) must ensure the financial management system of each non-federal entity conforms to the following:

1. Complies with generally accepted accounting principles, including:
 - Provisions for information pertaining to sub-grant and grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and income;
 - Effective internal controls to safeguard assets and assure their proper use;
 - Assessments of actual expenditures corresponding with budgeted amounts for each sub-grant and grant;
 - Source documentation to support accounting records;
 - Proper charging of costs and cost allocations.
2. Ensures a Sufficient Record Tracking Systems to:
 - Permit preparation of required reports;
 - Permit the tracing of funds expended to a level of efficiency that complies and confirms expenditures are in compliance with the standards of the program and law; and
 - Permit the tracing of program income, potential stand-in costs and other funds that are allowable.

3. Complies with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Sub-recipient Financial Management System must have the capacity to track the following:

- Re-allotment/ De-obligations
- Program Income
- Stand-in Costs
- Budgets
- Bank Reconciliations
- Internal Controls
- Internal Control Analysis of Separation of Duties
- Indirect Costs
- Cost Allocation Plans
- Transfer of Funds
- Payroll
- Travel/Transportation
- Insurance
- Allowable and Unallowable Cost
- Audits

4. Cash Management Controls such as:

- Cash Forecasting
- Analysis of Cash Draw Downs
- Cash Management-Subcontractor Level
- Cash Management-Petty Cash
- Property Controls

Sub-recipient Procurement Systems, include:

- Written Procurement Procedures
- Procurement Files
- Small Purchases
- Sealed Bids
- Request for Proposals
- Non-competitive Negotiation (Sole Source Procurement)

On February 10, 2014, the U.S. Department of Labor (USDOL) Employment and Training Administration (ETA) issued Training and Employment Notice (TEN) No. 20-13, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Uniform Guidance, found at 2 CFR 200 et al:

- Focuses on performance over compliance for accountability;
- Encourages efficient use of information technology and shared services;
- Provides for consistent and transparent treatment of costs; and
- Limits allowable costs to make the best use of federal funds. The language is strengthened in certain areas such as conferences, morale, relocations, and student activities to appropriately limit allowable costs under federal awards.

The Sub-recipient and/or the fiscal agent if one has been designated by the chief elected official(s) to be responsible for the administration of grant funds, under the direction of the Local Workforce Development Board, is responsible for, but not limited to the following:

- Receiving and managing all WIOA formula funds and other federal, state, or local funds allocated to the local workforce area;
- Disbursing, accounting for, and reporting all funds related to WIOA program operations including collection and disposition of program income generated by WIOA program activities pursuant to federal regulations;
- Maintaining adequate systems of internal control over cash to ensure compliance with rules and regulations; and
- Ensuring processes are in place to approve draw requests and issue funding to beneficiaries recipients and contractors.
- Reporting performance under each award and adhering to requests for monitoring to ensure compliance.

2.2.3 Fiscal/Financial Reporting

The sub-recipient and/or fiscal agent if applicable must:

- Submit accurate and timely Financial Status Reports (FSRs), make corrections/adjustments where necessary, and ensure reporting mechanisms are uniform with sub-grantees; and
- Ensure expenditures are allocated against the appropriate cost categories, within cost limitations as specified in state and federal statutes and regulations, and in accordance with the state and local strategic plan.

2.2.4 Fiscal Reconciliation

The Grantee/fiscal agent must:

- Reconcile records/reports in a timely manner and at least on a quarterly basis;
- Review and update, if necessary, its reconciliation process on an annual basis; and
- Ensure that the combined disbursements, receipts, accruals, obligations, and cash balance of sub- grantees and the grantee/fiscal agent match those reported to the commonwealth.

2.2.5 Fiscal Monitoring

The Grantee/fiscal agent must:

- Oversee and monitor the fiscal activities of their Local Workforce Development Areas, sub-recipients, and contractors;
- Communicate all fiscal-related audit findings, including any appropriate corrective action steps necessary for compliance, to the local board and sub-recipients in writing; and
- Provide technical assistance to the local board, the local board staff, and sub-recipients regarding financial issues.

Financial monitoring must be conducted of all sub-recipients. The Proposed Contractor shall use the monitoring tools provided by LWC unless said Contractor has existing tools it wishes to use as long as it meets the minimum Federal requirements and is approved by a representative of LWC.

2.2.6 Fiscal Monitoring Deliverables

The selected Contractor will:

1. Prepare and submit weekly written Status Reports to the LWC contract administrator that include a list of tasks accomplished, tasks in progress and tasks soon to be started, and any existing unresolved and newly discovered issues.
2. Provide written narratives of the summary of findings resulting from its financial, administrative, and programmatic review of LWCs sub-recipients.
3. Provide completed working papers/documentation to the OWD Compliance and Monitoring Unit Director that reflect the signature of final reviewer, signed and dated on each page, and properly indexed or marked.
4. Provide recommendations as to proper monitoring of sub-recipients, along with recommendations on related improvements to the OWD Compliance and Monitoring Unit.
5. Assist with the issuance of monitoring reports and assess the quality of reports and sub-recipient corrective action measures.

2.2.7 Performance Measurements

The Contractor's performance will be measured on a continuous basis by the following:

1. The Contractor's interactions with the Grantee and sub-recipients and willingness to meet as requested
2. The thoroughness of the content of the weekly status reports and findings, accompanied by supporting documentation for findings
3. Contractor's availability to provide comprehensive services as required, professionalism, and responsiveness to LWC Leadership's requests
4. Quality and timeliness of delivery of services described herein.

2.3 Component II – Program Monitoring

2.3.1 Task and Services

Programmatic monitoring satisfies federal mandates for oversight and assurance that [Federal statutes, regulations, and policies](#), are being followed and is crucial to ensuring a continuous improvement cycle while ensuring that technical assistance and staff training needs are identified and addressed. It requires a review of program management that involves an in-depth examination of program activities. It is intended to ensure that the delivery of employment and training services is effective and meeting the needs of diverse groups of customers. For example, checking to identify whether a participant's skills and abilities were assessed, checking to determine whether assessment results were used to inform development of the individual's employment and training plan, and that the plan was used to help the individual make informed employment and training decisions, is one method of in-depth program management review. In addition, a review of performance is undertaken to gauge whether sub-recipients are meeting minimum levels of performance. Program monitoring will involve an assessment and identification of issues that may affect attainment of negotiated levels of performance, such as employment outcomes and credential attainment rates.

2.3.2 Requirements for Monitoring of Program

Programmatic monitoring assists with identifying how well staff understand:

1. How to use the Helping Individuals Reach Employment (HiRE) system to document participant progress, track participant services and expenditures, report outcomes and validate eligibility and other service delivery requirements;
2. The makeup and design of the local one-stop system and how they are expected to interact with required and additional partners to streamline service delivery across multiple programs on behalf of shared participants;
3. The overarching goals of WIOA, which include increased access for individuals, particularly those with barriers to employment, education and training and about the many resources and support services they may access to help them to succeed in the labor market, and
4. Implementation requirements and local service delivery methods outlined in the State and local area plans.

Programmatic monitoring will involve a review of the following Workforce Development areas:

1. Title I – Adult Program
2. Title I – Dislocated Worker Program
3. Title I – Youth Program
4. Program/Service Delivery:
 - a. Program design
 - b. Linkages
 - c. Participant Eligibility Determination and Documentation
 - d. Participant Priority Documentation

- e. Participant Assessment and Referral
- f. Outreach and Recruitment
- g. Career Planning
- h. Other program activities, such as special initiatives and/or activities sanctioned by LWC
- i. Supportive Services
- j. Follow-up Services
- k. Closures and Exits
- l. Record Creation and Maintenance

5. Training:

- a. Eligibility for Training Services
- b. On-the-Job Training
- c. Occupational Skills Training
- d. Summer Employment (Youth only)
- e. Incumbent Worker Training
- f. Skill Upgrade and Retraining
- g. Customized Training
- h. Individual Training Accounts
- i. Eligible Training Providers

Programmatic monitoring include, but is not limited to, review of documentation supporting the sub-recipients' compliance with:

- Program eligibility and selective service requirements;
- Priority of Service (Veterans/Adults);
- Assessing the need for individualized and training services;
- Assessing the need for and provision of supportive, career, training and follow-up services;
- Conducting required outreach, recruitment, assessment, and referral;
- Adherence to State and local policies;
- Proper procurement, compliance and monitoring of contracts and agreements with employers (On-the-Job Training, Work Experience, etc.);
- Assessment of basic skills deficiencies;
- Documenting achievement of measurable skills gains;
- Development of employment and training plans with customer and that the plan contains the required elements;
- Eligibility determinations/requirements for funding of training have been met.

2.3.3 Deliverables for Program Monitoring

The awarded Contractor must provide the following deliverables in accordance with the terms of the contract and this RPF:

- Monitor sub-recipient's application intake and procedures and the eligibility determination/verification process, appropriate to each program as well as review participant case files for compliance;

- Review required program activities related to assessment, development of an employment plan or service strategy and ongoing guidance and case management;
- Conduct on-site visits and desk reviews of each site's procedures for on-the-job training (OJT) of employers, customized training, internships and work experience opportunity sites, and service providers' classroom training, including review of curriculum, job placement system, and interviews of both participants and employers/instructors;
- Review and validate the participants' time and attendance records for classroom training and subsidized employment against payment and/or wage records at service provider's level;
- Comprehensive review of the sub-recipient's service provider program activities, including , supporting documentation for expenditures and requests for reimbursement for supportive services, incentives, stipends, training payments, etc.;
- Review program records and supporting documentation of expenditures and activities;
- Review the sub-recipient's documentation to support and measure program outcomes;
- Review sub-recipients implementation of grievance and fraud detection procedures and compliance with child labor laws;
- Review sub-recipients facilities for compliance with the Americans with Disability Act and Equal opportunity plan;
- Develop a follow-up and tracking system to determine whether appropriate corrective actions were completed in a timely manner and appropriate reports filed and keep the LWC informed of service success, challenges, progress, and outcomes;
- Provide recommendations for technical assistance to sub-recipient staff who are experiencing difficulties in operating programs; and
- Provide timely Monthly Progress Reports and monitoring reports, accompanied by supporting documentation of activities, findings and recommendations to ensure that each sub-recipient maintains compliance with applicable laws, rules and regulations that govern the Federal programs.

2.3.4 Performance Measures for Program Monitoring

The Contractor's performance will be measured on a continuous basis by the following:

1. The Contractor's interactions with the Grantee and sub-recipients and willingness to meet as requested
2. The thoroughness of the content of the weekly status reports, accompanied by supporting documentation for findings
3. Contractor's availability to perform services as required, professionalism, and responsiveness to LWC Leadership's requests.
4. Quality and timeliness of deliverables as described herein.

2.4 Financial and Program Monitoring Procedures will include:

A. Developing a Monitoring Schedule

A monitoring schedule must be submitted to LWC in advance to inform of sub-recipient site visits. The awarded Contractor must notify LWC if there are any revisions to this schedule.

The awarded Contractor will provide each sub-recipient with written notice of the monitoring site visit, prior to appearance. The notice must include:

- i. The date and time of the site visit.
- ii. The potential length of review.
- iii. The monitoring staff names.
- iv. The names or titles of sub-recipient staff that must be available during the visit.
- v. A list of documentation and/or records that will be reviewed.

B. Maintaining a Consistent Process:

The awarded Contractor will:

- 1) Hold an entrance conference.
- 2) Review documentation of specific areas identified.
- 3) Complete programmatic forms-forms (to be drafted/created by Contractor)
- 4) Copy any documentation related to problematic areas.
- 5) Provide brief explanation(s) for problem areas identified during the review.
- 6) Discuss specific findings and problematic issues with the board director or appropriate local official and program or fiscal staff and allow for explanations and documentation of current corrective action or justification rationale.
- 7) Before issuing a final report, adhere to the Office of Workforce Development (OWD) internal monitoring corrective process
- 9) Discuss specific findings and problematic issues with the OWD staff and allow for explanations and documentation of current corrective action or justification rationale.

C. Providing Monitoring Reports

A monitoring report will be issued within ten (10) business days after the sub-recipient site visit. If the report includes findings and requires corrective action, a preliminary report will be issued and the sub-recipient must comply with the Follow-Up and Final Letter procedures (See Sections 4 & 5 below). A preliminary report requires a final determination letter and copies of corrective action response(s) to be considered complete. These documents must be submitted to LWC.

If no findings are issued the awarded Contractor, will issue a final report to the sub-recipient and provide LWC with an electronic version of the final report.

D. Corrective Actions and Follow - Up

Sub-recipients are required to submit a corrective action response to the findings identified in the monitoring report within twenty (20) business days of receipt of the report from the monitoring Contractor. The responses must clearly explain and substantiate the sub-recipient's corrective action taken to resolve all findings. Supporting documentation to verify corrective actions should be included whenever possible. If the sub-recipient does not comply with the follow up procedures or final letter procedures, LWC must be notified immediately so that further action can be taken.

E. Final Determination Letter

LWC, or, if agreed by LWC, the selected Contractor will respond to the sub-recipient's corrective action with a letter either accepting the corrective action or requiring further corrective action within fifteen (15) business days of receipt. If further information is requested the sub-recipient has ten (10) business days to respond to the final determination letter. Depending on the nature of the finding(s), an onsite follow-up visit will be scheduled to evaluate the corrective action taken by the sub-recipient.

2.5 Required Comprehensive Annual Monitoring Reports for Financial & Program Monitoring

The selected Contractor must provide at least one comprehensive monitoring report for each of the 15 Local Workforce Development Areas identified by LWC; provided within the first 12 months following effective date of contract.

1. One on-site comprehensive monitoring review report for each of the 14 CSBG Community Action Agencies identified by LWC.
2. One comprehensive monitoring report for Wagner-Peyser.
3. One comprehensive monitoring report for Apprenticeship.
4. One comprehensive monitoring report for RESEA.

2.6 Technical Requirements for Sub-recipient Sub-award Notifications

The sub-grantee is required to:

- Ensure contracts contain all required provisions and assurances which include CFDA title and number, award name and number, federal agency and pass-thru state agency, and funding availability timeframes;
- Maintain documentation in accordance with all established record-retention requirements;
- Ensure all contracts have a Statement/Scope of Work (SOW) that covers the service to be provided, measurable outcomes, and penalty provisions;
- Develop a pre-award risk assessment when issuing competitive grants and have framework in place to conduct risk assessment of the applicants;
- Evaluate risk of non-compliance with federal and state laws, rules, and regulations and impose special terms and conditions of the award based upon the risk level;

- Determine the appropriate level of monitoring that the local board and fiscal agent must conduct to ensure funds are used for authorized purposes in compliance with federal and state laws, rules, and regulations; and
- Determine that the performance goals have been met.
- Follow rules of procurement when applicable.

2.7 Methods to Measuring Selected Contractor(s) Performance

The Louisiana Workforce Commission-Office of Workforce Development will monitor the selected Contractor(s) progress by:

- (1) Monitoring work through telephone and email communication, site inspections, meetings and review of the Monthly Progress Reports;
- (2) Ensuring that deliverables are submitted within the timeframes allowed and in accordance with the terms of the contract; and
- (3) Reviewing all documentation submitted, requiring corrective action, as necessary, and by the acceptance of deliverables to ensure compliance with the terms of the RFP and contract.

PART 3: EVALUATION

3.1. Evaluation Criteria

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Committee will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	23
Proposed Staff Qualifications	20
Approach and Methodology	20
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none">Up to 10 points available for Hudson-certified Proposers;Up to 12 points available for Veteran-certified Proposers;If no Veteran-certified Proposers, those two points are not awarded. See Section 3.2 for details.	12
Cost	25
TOTAL SCORE	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer(s) must receive a minimum score of **31.50 points (50%)** of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications, to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed further to the Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for Company Background and Experience, Approach and Methodology, Proposed Staff Qualifications, Cost and the Louisiana Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer(s) with the highest overall score will be recommended for award(s).

3.2 Evaluation Review Process

The application is a preliminary mechanism used to determine the suitability of a potential Proposer for funding.

The evaluation review process involves:

A. **Preliminary Screening:**

To be considered for funding the potential Proposer(s) must complete the entire application and submit it by the deadline posted in **Section 1.6 Schedule of Events**.

B. **Follow-up / Fact Finding Documentation:**

Upon analysis of each potential Proposer(s) completed application and budget, LWC has the option to request clarification as outline in **Section 1.15- Error and Omission** in Proposal. Potential Proposer(s) may also be asked to provide a presentation or demo of their organization's abilities to successfully fulfill the proposal requirements as outlined in **Section 1.25- Written or Oral Discussions/Presentations**.

C. **Evaluation Process:**

Proposals will be scored using the pre-determined scoring matrix listed above, during a formal evaluation committee meeting as outlined herein. The potential Proposer(s) with the top scoring proposals may be asked to participate in a Written or Oral Discussions/Presentation to provide clarification as outlined in **Section 1.25- Written or Oral Discussions/Presentations, (See Section 1.6 Schedule of Events- Presentations and Discussions**, if applicable), for date, time, and virtual connection information. The original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria. The Evaluation Committee will then select a Contractor(s) based on the outcome of the consensus scoring. This method of proposal evaluation may result in the contract being awarded to a contractor(s) other than those with the lowest priced proposal.

3.3 Cost Evaluation

The Proposer(s) with the lowest total cost shall receive 25 points. Other Proposer(s) shall receive cost points based upon the following formula. To compare Proposers' rates, LWC will calculate a total "Proposal Evaluation Cost" for each proposal using the standard cost formula. ***The outcomes of the calculations will become the Proposer's evaluation price; it will be used for evaluation purposes only and does not reflect anticipated contract award.***

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated

3.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:
- B. Proposer Status and Allotment of Reserved Points
- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
 - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
 - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
 - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

The successful Contractor(s) shall provide financial monitoring and/or program monitoring services that support and assist The Louisiana Workforce Commission- Office of Workforce Development (LWC-OWD) with the **Scope of Work/Services in Part 2**, as well as outlined task and deliverables in the resulting contract. The expected performance metric will be based on current work requirements and will be based upon the Louisiana Workforce Commission- Office of Workforce Development (LWC-OWD) needs. Specific performance metrics will be provided to the successful proposer during contract negotiations.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

The performance of the contract will be measured by the Louisiana Workforce Commission-Office of Workforce Development (LWC-OWD) Contract Coordinator, authorized on behalf of the Louisiana Workforce Commission- Office of Workforce Development (LWC-OWD), to evaluate the successful Contractor(s) performance against the criteria in **Part 2: Scope of Work/ Services (SOW)**, in addition to the negotiated contact.

The submission of satisfactory Monthly Progress Reports is required. Performance Measures for this contract shall include the successful Contractor(s) timely and accurate completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this contract. The Louisiana Workforce Commission-Office of Workforce Development (LWC-OWD), will review all deliverables and hardcopy products (i.e. reports, schedules, and plans) to confirm that these items satisfy the outlined goals, objectives and contract deliverables as defined between the LWC and the successful Contractor(s). Prior to submission of contractual deliverables and products, the successful Contractor(s) will submit drafts of the documents for a tentative approval of the format and content. The Louisiana Workforce Commission- Office of Workforce Development (LWC-OWD) will not approve or pay for deliverables and products that does not meet the goals, objectives and approved criteria.

4.2.2 Monitoring Plan:

The Louisiana Workforce Commission- Office of Workforce Development (LWC-OWD) Contract Coordinator will review the Contractor's progress monthly to ensure successful progress, and that deliverables are being provided as per the terms of the negotiated contact.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have twenty-one (21) business days in which to complete contract negotiations, if any, and eight (8) business days from the date of delivery of final contract to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A) (10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State

Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or
Authorized
Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Louisiana Workforce Commission

AND

CONTRACTOR NAME

[Click here to enter the Contractor name](#)

CONTRACT NUMBER (ISIS/LAGOV)

[Click here to enter the contract number](#)

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☐ SOCIAL SERVICES ☐
PERSONAL SERVICES ☐

**CONTRACTOR (Legal Name if Corporation)
ID NUMBER**

[Click here to enter the Contractor
FEIN](#)

FEDERAL EMPLOYER TAX

[Click here to enter the Contractor's](#)

STATE LDR ACCOUNT #

[Click here to enter the State LDR](#)

[Account Number](#)

STREET ADDRESS

[Click here to enter the Contractor's street address
telephone number](#)

TELEPHONE NUMBER

[Click here to enter the Contractor's](#)

CITY [Click here to enter the Contractor's city](#) **STATE** [Click here to enter the Contractor's state](#)
ZIP CODE [Click here to enter the Contractor's zip code](#)

TERM OF CONTRACT

This Contract shall begin on or about July 1, 2022 and shall end on June 30, 2025. The State shall have the right to extend this contract for up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$ [Click here to enter the maximum contract amount](#), over multiple years as follows: [Click here to enter the multi-year contract breakdown](#). Payments are predicated upon successful progress and/or completion of the services to the satisfaction of the State as described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice, Monthly Progress Reports with supporting documentation and written approval of payment [Click here to enter the Name of agency's designee](#).

The State shall make every reasonable effort to make payments within 30 days of receipt of an invoice, Monthly Progress Report and documentation of activities. Contractor shall comply with the Division of Administration State Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES

[Click here to list goals and objectives of this contract.](#)

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to State as specified in this Section and in any attachments. [Click here to enter a summary description of the services the contractor will provide. Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the Contractor composed from RFP and Proposers' Proposal. This information may be included in an attachment if detail is lengthy.](#)

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.

- B. *Submittal and Review.* Contractor shall provide written notification to the State Project Director that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the State Project Director shall review the Deliverable within [Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended.](#) Within this period, the State Project Director shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the [Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended. The amount of days listed here must match the number of days listed in B,](#) the State Project Director notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the State Project Director when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within [Click here to enter the number of days the State will review the resubmitted Deliverable within. 5 business days is recommended.](#) A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

MONITORING PLAN

_____, or his/her successor will serve as the State's contract monitor and will ensure adherence to the requirements and completion of services in accordance with the terms of this contract.

PERFORMANCE MEASUREMENTS

The Contractor's performance will be measured by _____.

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

[Click here to enter the terms of payment. Payment terms that can be negotiated with the Contractor are payment by task, payment by schedule, and/or payment by percentage. Any one or a combination of these is acceptable as long as payment is related to the successful completion of services described in Description of Services and/or accepted deliverables described in Acceptance of Deliverables.](#)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF

[Click here to enter the title only of the personnel who will approve payments](#)

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

STATE FURNISHED RESOURCES

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms; the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall

give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress; to the extent, the State determines that the work is acceptable.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall

not prevent the normal dissemination of information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1 for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

LIABILITY AND INDEMNIFICATION

CONTRACTOR LIABILITY

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party, which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

LIMITATIONS OF LIABILITY

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

STAFF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications, which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Contract are declared severable.

OUTSOURCING OF KEY INTERNAL CONTROLS

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 18 audit is to be included in the cost being proposed in response to this RFP.

ANTI-KICKBACK CLAUSE

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

Contractor agrees to adhere to the provisions that require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, requirements issued under Section 508 of the Clean Water Act, which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title: _____

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.
- D. *Other Resources.* Contractor shall provide other resources as specified in Attachment [Click here to enter the Attachment identification letter or number.](#)

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name</u>	<u>Company Responsibilities</u>	<u>Classification Rate</u>	<u>Expected Duration</u>
Click here to enter all personnel, including subcontractors, who shall be assigned to the project.			
Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.			

STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment [Click here to enter the Attachment identification letter or number.](#)

ATTACHMENT III: Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following two options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	_____
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Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV: BUDGET NARRATIVE

General Instructions for completing Budget Information Narrative

The Budget Information Narrative must include the following information:

- Each line item on the budget must be explained and pertain to projected costs for each.
 - If a contract modification is requested to realign the budget, the narrative must address the reason for the change in each affected line item.
1. **Personnel** – List all staff positions by title. State the annual salary of each person, the percentage of each person's time devoted to the project, the amount of each person's salary funded by the grant, and the total personnel cost for the period of performance.
 2. **Fringe Benefits** – Provide the overall fringe benefit percentage, which reflects the recipient's organizational fringe, and list the components included, such as health insurance, FICA, retirement, etc. Provide the fringe benefit calculation for each staff position listed under the Personnel line item.
 3. **Travel** – Specify the type and purpose of the travel, the number of travelers, approximate mileage, per diem rates, estimated number of trips, and other associated travel costs.
 4. **Equipment** – Identify each item of equipment to be purchased. Equipment has an estimated acquisition cost per unit of \$5,000 or more, and a useful life of one year or more. List the quantity and unit cost per item. Items with a unit cost of less than \$5,000 are classified as supplies.
 5. **Supplies** – Supplies include all tangible personal property other than "equipment." Identify supply categories (e.g. office supplies, cell phones, personal tools for disaster clean-up, etc.). List the cost associated with each category.
 6. **Other** – List each item in sufficient detail for LWC to determine whether the costs are reasonable or allowable. Costs included under Other should not fit into any other line item category.
 7. **Indirect Charges** – If charging indirect costs to the contract, this line item must be populated. Include the current approved Negotiated Indirect Cost Rate Agreement, signed by the Federal cognizant agency, as an attachment to the grant application.

ATTACHMENT V: COST PROPOSAL

Sample Outline:

Contractor's Name :

Street Address

State, Zip Code

<u>Monitoring Component</u>	<u>Financial and/or Program Cost</u>			<u>Total Annual Cost</u>	<u>Total 3-year Projection</u>
<u>List Personnel</u>	<u>Name</u>	<u>Hourly Rate</u>	<u># of Days</u>	<u>Total Cost</u>	
Fringe Benefits					
Total Labor Costs					
Travel Requirements					
Total Travel Cost					
Equipment & Supplies					
<u>Items</u>			<u># of Units</u>	<u>Unit Rate</u>	
Total Equipment/Supplies					

Other Direct Cost					
Items					
Total Direct Cost					
Other Indirect Cost					
Items					
Total Indirect Cost					

Total Annual Cost	
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Exhibit A: Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

Minimum Scope and Limits of Insurance

Workers Compensation

Workers Compensation insurance shall comply with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

(for The Agency, its officers, agents, employees and volunteers shall be named as an additional insured in Regards to the negligence of the Contractor. ISO Forms CG 20 10 (for ongoing work) and CG 20 37 completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Workforce Commission, Its Officers, Agents, Employees and Volunteers
1001 North 23rd Street
Baton Rouge, Louisiana 70804
Project or Contract #:

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the

requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.